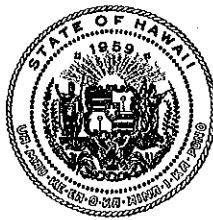


LINDA LINGLE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

November 21, 2006

ADDENDUM I

REQUEST FOR PROPOSALS

NO. RFP-11-06-DLNR

**REQUEST FOR PROPOSALS (RFP) FOR THE DEVELOPMENT AND OPERATION OF AN
ENVIRONMENTAL AND CULTURAL EDUCATION CENTER AT KIHOLLO BAY
PU'U WA'AWA'A, HAWAII**

The subject RFP is hereby amended with the following changes:

1) REPLACE

- a. The evaluation criteria pages 11-12 will be replaced with the attached pages 11-12 revised November 21, 2006.

2) ADD

- a. Chapter IV Special Provisions as attached as pages Addendum page 1 and 2 November 21, 2006.

DONE at the Office of the Department of Land and Natural Resources, State of Hawaii this 27th day of November 2006.

BOARD OF LAND AND NATURAL RESOURCES

By:

A handwritten signature in black ink, appearing to read "Peter T. Young", is written over a large, stylized circular mark.

Peter T. Young, Chairperson

PETER T. YOUNG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
DEPUTY DIRECTOR

DEAN NAKANO
ACTING DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT

ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Procurement of Goods, Service and Construction – Chapter 103D, HRS, menu.

RFP Timeline

Advertisement of RFP*

November 13, 2006

Deadline for Submitting Responses to RFP*

January 3, 2007

*These dates are estimated dates and are subject to change by the Chairperson, DLNR.

Deadline

Bidders to this RFP are required to submit ten (10) copies of the Proposal. The Proposal shall be due by **4:30 pm (HST) on January 3, 2007**. "Solicitation No. RFP-11-06-DLNR" shall be referenced on the outside of the sealed proposals. Faxed or emailed proposals shall not be accepted.

Cost of Proposal Preparation

Costs for developing the proposals are the sole responsibility of the proposer, whether or not any award results from this solicitation. The State of Hawaii will provide no reimbursement for any such costs.

Disposition of Proposal

All proposals become the property of the State of Hawaii. The successful proposal will be incorporated into the resulting contract with modifications as deemed necessary by DLNR.

Evaluation Criteria

All responses will be forwarded to the PAC and Hui 'Ohana for review and recommendations.

An evaluation committee, appointed by Chairperson of DLNR, shall evaluate the proposals submitted for this RFP and consider the recommendations of the PAC and Hui 'Ohana in making its recommendation.

The evaluation committee shall evaluate proposals in accordance with the RFP and based on the following general criteria:

1. **Minimum Criteria for Proposal Responsiveness:**
 - a. Submitting incomplete proposal document or failure to sign the proposal; documents may be justification for rejection of a proposal.
 - b. Failure to respond or comply with the qualifications provided in RFP or requirements provided by statutes or law may be justification for rejection of a proposal.
2. **Proposal Evaluation Criteria**

The committee will evaluate the proposals based on the following criteria based on a 100 point total:

Plan (30 points)

- Degree to which the master plan and business program meet DLNR's objectives.
- Educational, recreational, and cultural facilities and programs benefiting the general public.

Economic Proposal (20 points)

- Reasonableness and economic viability of the proposal.

Business Plan (20 Points)

- Organization of the business plan and demonstrated understanding of requirements necessary to implement the development proposal.
- Market and financial feasibility of the development proposal.
- Feasibility of the proposed development schedule.
- Financing strategy and ability to finance the development proposal.

Experience and Knowledge (30 Points)

- Demonstrated experience and ability to implement proposal.
- Demonstrated experience to provide component parts of the proposal.
- Demonstrated knowledge of the Native Hawaiian culture and of the ahupua'a concept of sustainable land management.
- Demonstrated experience in coordinating and cooperating with multiple groups including government agencies, community groups, businesses, organizations and other interested parties.
- Demonstrated experience in environmental education and outreach activities with youth.

Once the evaluation committee has evaluated the proposals and selected a proposer this recommendation will go before Land Board for final approval.

The negotiated contract will then be taken to the Land Board for final approval and authorization.

IV. NEGOTIATION OF FINAL AGREEMENT

Exclusive Negotiations

DLNR will enter into exclusive negotiations with the selected bidder. During exclusive negotiations, DLNR and the selected bidder will negotiate in good faith an agreement setting forth the terms and conditions under which DLNR will make available the subject property to the bidder and the rights and obligations of each party with respect to the development and implementation of the respondent's plan.

The exclusive negotiations will be for up to three (3) month period and will be based upon the proposal submitted by the bidder. If the agreement is not executed by the expiration of the exclusive negotiation period, all rights of the bidder to negotiate such agreements shall terminate, provided, however, that DLNR may, in its sole discretion, extend the negotiation period by written notice to the bidder for up to an additional three (3) months.

Upon the expiration of the exclusive negotiation period, this RFP process shall terminate and no rights to negotiate any development agreement or lease shall accrue to any other applicant or bidder.

DLNR reserves the right, after selection of a lessee, to negotiate any additional terms, conditions or modifications, to the terms set forth in this RFP or to the lessee's proposal (including its plan) if it is in DLNR's best interest to do so.

VI. SPECIAL PROVISIONS

Confidentiality of Material

All information, data, or other materials provided by the Proposer to the State shall be subject to the Uniform Information Practices Act, Chapter 92F, HRS. The Proposer shall designate in writing to the Procurement Officer those portions of its unpriced proposal or any subsequent submittal that are trade secrets or other proprietary data that the Proposer desires to remain confidential, subject to Section 3-122-58, HAR, in the case of an RFP. The Proposer shall submit the material designated as confidential in such a manner that the material is readily separable from the proposal in order to facilitate inspection of the non-confidential portion of the proposal. Price is not confidential and will not be withheld.

If a request is made to inspect the confidential or proprietary material, the inspection shall be subject to written determination of the Office of the Attorney General in accordance with Chapter 92F, HRS. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Proposer protests under Chapter 3-126, HAR. If the request to inspect the confidential or proprietary material is denied, the decision may be appealed to the Office of Information Practices in accordance with Section 92F-15.5, HRS.

Lessee General Terms and Conditions

The general terms and conditions of a resulting lease will be those set forth in the AG-008 Rev. 11/3/2006 document found at <http://www4.hawaii.gov/StateForms/Internal/ShowInternal.cfm>.

Pre-opening Modifications or Withdrawal of Proposal

Modifications or withdrawals of proposals may be made prior to the set deadline and will be subject to HAR Section 3-122-16.07.

Late Proposals, Late Withdrawal, and Late Modification

Any notice of withdrawal, notice or modification, proposal with actual modification, or any proposal is late when received at the place designated for receipt and opening of an offer after the established due date as provided in the HAR Section 3-122-16.08 except for modifications for mistakes in proposals as provided in HAR Section 3-122-31.

Debriefing and Protests

A written request for debriefing, as subject to HAR 3-122-60, shall be made within three working days after the posting of the award of the contract. A protest by the requester submitted pursuant to HRS 103D-701, following the debriefing shall be filed within five working days as specified in HRS 103D-303.

Insurance Requirement

Upon Contractor's execution of the contract or earlier, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the following insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

The Contractor shall maintain in full force and effect during the life of this contract liability and property damage insurance to protect the Contractor and their subcontractor(s), if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by themselves or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The minimum insurance coverage(s) required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under the ensuing contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected to the ensuing contract.